

DURHAM



1 8 6 9
CITY OF MEDICINE

Term Contract for Firefighter Helmets

Bid No. 7-005-11

**City of Durham
Finance Department
Purchasing Division**



CITY OF DURHAM

Finance Department

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701

919.560.4132 | F 919.560.4325

www.durhamnc.gov

July 11, 2011

Bid No. 7-005-11

Proposals will be received in the City of Durham, Finance Department, Purchasing Division, until 4:30 p.m. Tuesday, July 26, 2011 for furnishing the following items listed below.

Bids can be hand delivered or mailed to 101 City Hall Plaza (Annex), Durham, North Carolina 27701, or faxed to: 919-560-4325.

The undersigned firm offers to supply the following to the City:

Item No.	Quantity	Description	Unit Price	Extension
1.	140 ea	Firefighter Helmet, as per the following specifications	\$_____	\$_____
2.	140 ea	Identification Shield, as per the following specifications	\$_____	\$_____

Manufacturer: _____

Item Number and/or Stock Number: _____

**SEE ATTACHED SPECIFICATIONS, WORKFORCE STATISTICS FORM, GENERAL
CONDITIONS & ANTI-SWEATSHOP CONDITIONS**

PLEASE SIGN AND INCLUDE DELIVERY AND TERMS

If the City of Durham issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that bid number.

This the _____ day of _____, _____
(Date) (Month) (Year)

OFFICIAL LEGAL NAME OF BIDDER

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

(____) (____)
TELEPHONE NUMBER FAX NUMBER

FEDERAL I.D. NUMBER

EMAIL ADDRESS /COMPANY WEBSITE

CITY OF DURHAM PRIVILEGE LICENSE NUMBER _____

DELIVERY SHALL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF
PURCHASE ORDER.

PAYMENT TERMS: _____ METHOD OF SHIPMENT: _____

F.O.B.: DESTINATION ONLY

SPECIFICATIONS

STRUCTURAL FIREFIGHTERS HELMET SPECIFICATION: CAIRNS 1044 DEFENDER

1. **INTRODUCTION:** The City of Durham Fire Department is seeking bids for Cairns 1044 traditional style fire helmets with integral protected, ANSI approved eye protection (with Defender Visor). Our overall objective is to offer our firefighters the best protection and functional design for the value while maintaining the traditional style.
The intent of this bid is to establish a fixed price or rate of discount contract for the purchase of goods/services for the City of Durham, as per the terms, conditions, specifications, and/or scope of work and listed items contained herein.
The successful bidder shall be a full service vendor and/or manufacturer able to provide replacement parts and provide or coordinate repairs and/or warranty replacement. The manufacturer shall have the capability to produce and make available any upgrades in technological advances at the same quantity discount levels.
NO EXCEPTIONS, DEVIATIONS OR DELETIONS TO THE FOLLOWING SPECIFICATIONS WILL BE ACCEPTED.
2. **SCOPE:** The scope of this purchasing specification encompasses design, construction, materials, and performance criteria deemed necessary for helmets utilized in structural firefighting.
3. **MANUFACTURER'S WARRANTY:** Helmets shall be warranted, for the lifetime of the helmet, to be free of defects in material and workmanship. The manufacturer shall guarantee, for a period of five (5) years from the date of manufacture that any helmet shell will be replaced free of charge if it is damaged beyond use while worn during normal assigned fire ground activities. The manufacturer shall be relieved of any replacement liability under this guarantee if there has been a failure to follow the manufacturer's maintenance requirements supplied with each helmet.
4. **HELMET SHELL:** The helmet shall have a Traditional American Fire Service Style helmet fiberglass composite shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear brim area. The upper surface of the brim shall have the traditional fire service vine scroll-work molded into the surface of the composite.
The helmet shell material shall be a DuraGlas® composite consisting of a high-temperature, flame-, and chip-resistant, "through-colored" thermoset resin, reinforced with 1" and 2" chopped fiberglass, which is compression molded to form a one piece shell. The shell dimensions (with edge-trim) shall be 15.5" in length, 11.88" in width and a crown depth of 6.5". The shell shall have a nominal wall thickness of 0.065" in the crown and 0.080" in the brim.
The helmet shell shall be furnished with a formed brass front-piece holder which shall be attached to the shell's front main rib, and positioned to support the top of a standard 6" fire

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department identification shield. The holder shall be a 6" silk-screened brass eagle. The shell shall also have a thermoplastic, front-piece mounting bracket affixed to the center of the front visor of the brim which shall provide for positioning and retention of a standard 6" fire department identification shield. (See IDENTIFICATION SHIELD section that follows for shield specification.)

The shell shall have a helmet hanger comprised of a 3/4", nickel plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim. The shell shall have black, high-temperature, flame-resistant, flexible edge trim composed of an aluminum-cored, thermoplastic rubber (TPR). (This edge trim shall be white for white helmet shells.) The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.

5. **IMPACT LINER:** The helmet shall include an impact liner, which is comprised of a rigid cell, high temperature urethane foam cap attached to a flame-resistant thermoplastic PPO inner liner. The impact liner shall be modular and field removable for periodic inspection of the foam's integrity. The impact liner is incorporated to provide increased thermal and impact protection.
6. **HEAD SUSPENSION:** The helmet shall include a 6-way head suspension system, attached to the impact cap. The head suspension system is comprised of three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a tubular plastic ring, joined at the ends by an elastomeric tube that locks the straps into a routed annular groove in the impact cap.
7. **SIZING ADJUSTMENT:** The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8 increments. The head band is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head.
8. **COMFORT LINER:** The helmet shall have a comfort liner, consisting of a headband cushion liner and a ratchet pad, which are both removable. Both components are produced from a foam core laminate system, which is comprised of a soft black flame resistant flannel material against the users head and backed by a soft loop material which will be secured to the headband and the ratchet with hook fastener. The comfort liner shall be the "standard flannel" type and shall be machine washable.
9. **CHINSTRAP:** The chin strap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex® webbing, which are connected on the left side of the helmet by a high-temperature, super-tough, thermoplastic quick release buckle, and by a cast zinc postman's

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slide buckle on the right hand side of the helmet. The chinstrap is attached at either end of the impact cap by means of the tubular plastic ring, joined at the ends by an elastomeric tube that locks the chinstrap into a routed annular groove in the impact cap. The long, middle-section, with the female half of the quick release buckle sewn to the left end, shall pass through the postman's slide buckle on the right, and include hook and loop fastener for stowage of extra strap. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end.

10. **SHELL RELEASE PROVISIONS:** The impact liner, complete with suspension system and chin strap assembly (retained as described above) shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the faceshield pivot hardware, and by four (4) pieces of hook and pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaves the impact cap on the wearer's head for continued thermal and impact protection.
11. **EAR & NECK PROTECTION:** The helmet provides for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap of 7.5 oz. / sq. yd., machine washable PBI Kevlar. It shall be secured to the impact liner by pieces of hook and pile fastener in no less than five (5) locations. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet's suspension.
12. **DEFENDER VISOR:** The helmet shall have an integral visor system that retracts between the helmet shell and impact cap for secure protected storage and immediate access. The visor system shall be a wrap-around design, 4.5" high and 8.25" wide (not accounting for curvature). The lens shall be optically corrected to eliminate distortion. The lens of the visor system shall be in clear. The lens shall be able to be quickly replaced without the use of tools. The Defender visor meets NFPA-1971, 2007 edition as a visor and ANSI/ISEA Z87.1-2003 as primary eye protection.
13. **RETRO-REFLECTIVE TRIM:** The helmet shall have eight tetrahedron shaped pieces of lime-yellow, retro-reflective, fluorescent Reflexite® trim around the exterior of the crown of the helmet shell for maximum daytime and nighttime visibility.
14. **DATA LABEL:** The helmet shall have a permanently affixed data label inside the impact liner. This label shall include (at a minimum) the following information: manufacturer and manufacturer's address, model number, order number, date of manufacture, and the NFPA standard and edition under which it was manufactured.

SPECIFICATIONS

15. **USER INFORMATION GUIDE:** Each helmet shall include a *FEMSA Official User information Guide for Protective Helmets for Structural Fire Fighting* with information required by NFPA 1971.
16. **IDENTIFICATION SHIELD:** Front identification shields will be ordered for each helmet, configured according to personnel rank. Each shield shall be 6" in height, standard type, style 23, punched for attachment to the helmet, leather construction. All shields shall have full block text font and raised sewn letters for the insert line. All shields shall be shipped loose. Configurations shall be as follows depending on rank:
 - Firefighter – Front color: black; panel color: white; text color: black; text line 1: "DURHAM FD"; text line 2: "FIREFIGHTER"; number (letter) color: white; insert line: "DFD"; ATO #23LPLBWBRW.
 - Technician – Front color: black; panel color: white; text color: black; text line 1: "DURHAM FD"; text line 2: "TECHNICIAN"; number (letter) color: white; insert line: "DFD"; ATO #23LPLBWBRW.
 - Captain – Front color: black; panel color: red; text color: white; text line 1: "DURHAM FD"; text line 2: "CAPTAIN"; number (letter) color: red; insert line: "DFD"; ATO #23LPLBRWRR.
17. **PERFORMANCE CRITERIA:** The Cairns 1044 helmet shall meet the requirements of NFPA 1971 *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*, 2007 edition, US-OSHA (CFR 1920) NBSIR 1977, and CAL-OSHA.
18. **PERFORMANCE VERIFICATION DATA REQUIREMENT:** Response to this specification shall include a current, NFPA 1971-2007 Certificate of Conformance test report from an accredited test facility for the helmet offered. This certification testing shall be conducted annually as per NFPA requirements.
19. **MAINTENANCE, REPAIR and RETIREMENT:** Upon the customer's request, training will be provided explaining the proper maintenance, repair, and retirement of the helmet.
20. **Configuration / ATO / part number for each color of Cairns 1044 Defender helmet:**
 - #C-TRD-B1B332220 (black)
 - #C-TRD-B2B332220 (red)
 - #C-TRD-B4B332220 (white)

SPECIAL CONDITIONS

1. Quantities listed herein represent the City's estimated requirements for **Firefighter Helmets** based on current replacement needs. The responsibilities under this (proposed) contract are that the City of Durham is obligated during the period stipulated to purchase all of its "normal requirements" of the products indicated in this bid document from the contractor. The contractor is obligated to supply the quantities which the City of Durham requires for its operations.
2. The contract period will begin upon written notification to the successful bidder. Prices are to remain firm for the contract period. This contract may be canceled by either party upon thirty (30) days written notice.
3. This contract may be extended for an additional twelve (12) months upon agreement from both parties in writing.
4. Whenever possible, the City will make adjustments to accommodate and/or improve unique or foreseen situations of the contractor. Example: If applicable, the City will agree to use a different product than requested, or if practical, will use a different plant/location (if available) to obtain the desired product(s) needed.
5. Orders will be placed on an "as needed basis" with minimum of 24 hours notice given when possible.
6. All products furnished throughout the period of this contract shall meet the requirements established or set forth by the NFPA 1971 *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*, or any other body that legally or otherwise have authority to establish requirements for such products.

GENERAL CONDITIONS

1. **CONTRACT PERIOD AND QUANTITIES:** The contract period shall be for a 12 month period beginning from the date of the award of the contract. During the contract period the manufacturer is responsible for making all necessary product changes as required to the latest editions of NFPA 1971 *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*. Dramatic changes in the standards, which have significant impacts on the cost of the helmets, shall be allowed by mutual agreement with the appropriate justifications and a 60-day notice.
2. **BIDDER/VENDOR REQUIREMENTS:** Each bidder must have a minimum of three (3) years experience providing the requested items and the selected bidder/vendor must obtain any and all required licenses or permits which must be submitted before a purchase order or contract will be issued. Each bidder is required to be regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the bidder is submitting a bid response. Bidders, by offering quotations herein, certify that they are current authorized full-service dealers in good status for the quoted manufacturer. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the City at any time during the contract period. Should the vendor lose dealer status at any time during the contract period for the contracted items, the contract will automatically be cancelled with no further obligation by the City.
Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their bid proposal and are in all respects competent and eligible to fulfill the terms of the specifications and requirements. The City reserves the right to inspect a bidder's facility to determine the ability of the bidder to provide such materials and perform such work. The City reserves the right to reject any bidder if evidence fails to indicate that the bidder is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
3. **F.O.B. DESTINATION:** All products/materials purchased under this contract shall be delivered F.O.B. destination with no shipping charges added to the invoice. Vendor is responsible for prepaying all shipping charges/costs.
4. **DELIVERY INSTRUCTIONS:** All deliveries are to be made to the City of Durham Fire Department, Attention: Supply Office, 2008 East Club Blvd., Durham, NC, 27704, and are to be coordinated and scheduled with the individuals indicated. All deliveries are to be made by daily commercial carrier (e.g., UPS, FedEx, etc.) or by vendor's delivery vehicle.
5. **PACKAGING:** Each individual shipment shall be accompanied by a packing list which clearly states the following:
 - Vendor's name and address
 - Purchase order number or the statement "Credit Card Order"
 - Number of packages in shipment (if more than one package)
 - Description of items ordered (individual items to be separate line items, correlating to purchase order if applicable)

GENERAL CONDITIONS

- Quantity of items ordered for each line item
 - Quantity of items shipped for each line item
 - Quantity of items backordered for each line item, if applicable.
6. **INVOICING:** Invoices submitted must include:
 - Purchase order number or the statement "Credit Card Order"
 - Stock number(s) and item description(s)
 - Quantity of items delivered for each line item
 - Net price(s)
 - Extended price(s)
 - Invoice total
 - Department name and contact person to whom the order was delivered or who picked up the order
 - Date of shipment or pick-up
 7. Inquiries and/or questions concerning this bid, and completing the bid forms, shall be directed to Chris Bernat, Purchasing Agent, at 919-560-4132, ext. 18224, or by e-mail at chris.bernat@durhamnc.gov.
 8. Bids under \$90,000 are considered informal; therefore, they will not be opened at any specific time. Bids will be opened and tabulated the first working day following the due date shown on the "Request for Quotation".
 9. The bid must be signed by an authorized official of the firm.
 10. The City reserves the right to reject any or all bids. It further reserves the right to waive formalities and technicalities in as far as it is authorized to do so, where it deems it advisable in the best interest of the City.
 11. All information requested, including manufacturer, model/part numbers, unit prices and extensions must be entered on the appropriate spaces provided; otherwise, bid is subject to rejection.
 12. All bids must be submitted on this form; otherwise, they are subject to being rejected.
 13. Do not include Federal or State taxes in the bid prices. The City is exempt from Federal Tax and will furnish exemption certificates. The City pays State tax; if you are awarded the bid, add State and Local (when applicable) sales tax to your invoice.
 14. The award of the bid shall be made to the lowest responsible bidder taking into consideration, quality, performance, and time of delivery.

GENERAL CONDITIONS

15. Any changes made after the bid has been awarded regarding specifications, quantities ordered, etc., must be with the written consent of the Purchasing Supervisor; otherwise, the responsibility for such changes will be with the supplier.
16. Alternate bids may be submitted; if deemed advantageous to the City, they will be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any or all such bids. Alternate bids may be made beyond responding to the terms and conditions of the solicitation or as the only response to the solicitation.
17. All exceptions to the specifications and/or special conditions must be noted in writing. Bids that fail to meet this condition are subject to rejection.
18. Brand names are used in specifications solely for denoting the type and quality of articles or articles wanted. When bidding items based on being "equal" to what are requested, literature and specifications describing the items must accompany the bid to ensure proper consideration.
19. All bids shall be firm for 45 days from the bid opening date.
20. Bids can be faxed, hand delivered, or mailed to our office at: The City of Durham, Purchasing Division, 101 City Hall Plaza (Annex), Durham, North Carolina 27701. **Bids may be faxed to (919) 560-4325.** All bids received must be clearly labeled as a bid showing the bid number and the date and time of the bid opening. Late bids will not be considered.
21. In signing the bid, Bidder agrees to comply with the provisions of the attached "Equal Employment Opportunity" provisions.
22. The City of Durham encourages participation from minority (MBE), women (WBE), and disadvantaged (DBE) business suppliers.
23. In case of default by the bidder, the City reserves the right to obtain articles or services from other sources and to hold the bidder responsible for the difference in cost.
24. All organizations doing business with the City of Durham are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). All contractors receiving awards must conform to the City of Durham procedures that include obtaining a City of Durham Privilege License. To obtain a Privilege License, call (919) 560-4700.

ANTI-SWEATSHOP CONDITIONS

1. Failure to provide sweatshop disclosure information will result in the bidder being considered non-responsive, unless the City waives the requirement.
2. The City may terminate the contract if it determines in its reasonable judgment that the goods supplied to the City were made, finished, or packed in facilities operated systematically:
 - a) with the use of children younger than the age of 15, unless the nation in which the work is done is subject to the International Labor Organization's Minimum Age Convention No. 138 ("ILO Age Convention") and the ILO Age Convention permits that work;
 - b) in violation of applicable law or regulation regarding treatment of, or establishing minimum ages of, the persons making, finishing, or packing those goods, or
 - c) with forced labor. For the purposes of this condition, the term "forced labor" shall mean all work or service that is exacted from any person
 - (i) under the menace of any penalty and for which the person has not offered himself or herself voluntarily;
 - (ii) as a means of political coercion or education or as a punishment for holding or expressing political views or views ideologically opposed to the established political, social, or economic system;
 - (iii) as a means of labor discipline;
 - (iv) as a punishment for having participated in strikes; or
 - (v) as a means of racial, social, national, or religious discrimination.

Nevertheless, for the purposes of this condition, the term "forced labor" shall not include any work or service exacted from any person as a consequence of a conviction in a court of law, provided that the work or service is carried out under the supervision and control of a public authority and that the person is not hired to or placed at the disposal of private individuals, companies, or associations.

3. If the City determines that the disclosure information provided to the City by the contractor on attachment "A" is materially inaccurate or incomplete, the City may find that the contractor is in default (in which case the contractor shall be in default) and the City may terminate the contract. Before finding the contractor in default for that reason, the City must first give notice of what information the City has determined to be materially inaccurate or incomplete, and the contractor shall have seven days to cure. If the City determines in its reasonable judgment that the cure has not occurred during that

ANTI-SWEATSHOP CONDITIONS

period, the default and termination as described in this section may proceed when the City sends the contractor notice of that determination.

4. If the contract is terminated, the City will pay for only goods received through the date of termination and will return goods received after the termination date. The contractor will pay the costs incurred by the City to return those goods. On such termination, all obligations that are still executory on both sides are discharged, except that any right based on prior breach or performance survives, and the warranty and indemnification provisions shall remain in force. Contractors whose contracts have been terminated in accordance with this section may be deemed as non-responsive bidders on future bids/contracts.
5. The contractor shall promptly return to the City all payments made by the City for goods that have not been received at the date of termination.

ANTI-SWEATSHOP CONDITIONS

Complete this page

ATTACHMENT A (Labor Conditions Questions)

This 13-question form must be completed by the bidder and submitted with the bid.

In these questions, the term “proposed products” refers to textiles and apparel that the bidder proposes to sell or lease to the City of Durham in this transaction.

1. List the names and addresses of the facilities and factories in which the proposed products have been or will be made, finished and/or packed:
2. List the individuals and entities (corporations, partnerships, and other entities of all kinds) owning interests in each facility and factory in which the proposed products have been or will be made, finished and/or packed:
3. List the base hourly wage for persons working as sewing operators at each facility or factory in which the proposed products have been or will be made, finished and packed:

ANTI-SWEATSHOP CONDITIONS

Complete this page

4. As to the proposed products -- have any of them been, or will any of them be, made, finished, and/or packed in facilities operated systematically with the use of children younger than the age of 15? circle one: yes no

(If yes, answer the next question, If no, skip the next two questions.)

5. As to the proposed products -- In what nations have any of them been, or will any of them be, made, finished, and/or packed?

6. Have all of those nations ratified the International Labor Organization's Minimum Age Convention No. 138 ("ILO Age Convention")? circle one: yes no

A list of nations that have ratified is at the following web page:

<http://ilolex.ilo.ch:1567/scripts/ratifce.pl?C138>. *(If your answer to this question is yes, answer the next question. If no, skip the next question.)*

7. Does the ILO Age Convention, as applicable to all of those nations, permit that work? (The ILO Age Convention applies slightly differently from one nation to another.)
circle one: yes no

8. As to the proposed products -- have any of them been, or will any of them be, made, finished, and/or packed in facilities operated systematically in violation of applicable law or regulation regarding treatment of the persons making, finishing, or packing those products? circle one: yes no

9. As to the proposed products -- have any of them been, or will any of them be, made, finished, and/or packed in facilities operated systematically in violation of applicable law or regulation establishing minimum ages of the persons making, finishing, or packing those products?
circle one: yes no

ANTI-SWEATSHOP CONDITIONS

Complete this page

10. As to the proposed products -- have any of them been, or will any of them be, made, finished, and/or packed in facilities operated systematically with forced labor?
circle one: yes no

For purposes of this answer, see section 2(c)(i)-(v) on the page titled “ANTI-SWEATSHOP CONDITIONS” but for purposes of this answer, ignore the last sentence in section 2(c), which begins “Nevertheless.” ***If the answer to this question is yes, go to the next question. If the answer to this question is no, skip the next question.***

11. Is the sole reason that you answered *yes* to the previous question (question no. 10) because the proposed products have been or will be made, finished and/or packed in facilities operated systematically with work or service exacted from any person as a consequence of a conviction in a court of law? circle one: yes no

If the answer to this question is yes, go to the next question. If the answer to this question is no, skip the next question.

12. Is the work or service referred to in the previous question (question no. 11) carried out under the supervision and control of a public authority? circle one: yes no

If the answer to this question is yes, skip the next question. If the answer to this question is no, go to the next question.

13. Are the persons from whom work or service is exacted as a consequence of a conviction in a court of law (referred to in question no. 11) hired to or placed at the disposal of private individuals, companies, or associations? circle one: yes no

ANTI-SWEATSHOP CONDITIONS

Complete this page

ATTACHMENT B

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO IMPLEMENT ANTI-SWEATSHOP PROVISIONS IN PURCHASING AND RENTING TEXTILES AND APPAREL

Whereas it is in the best interest of the City to purchase goods and services from responsible contractors that provide quality products at a competitive price;

Whereas the City purchases and rents textiles and apparel for the use of its employees for use in the performance of their duties;

Whereas the City is cognizant of conditions in the textile and apparel industry in the United States and around the world, which in many cases have been shown to include unhealthful and unsafe working conditions, excessively long hours, below-subsistence wages, persistent disregard for local and international labor laws and workplace regulations, and persistent, systematic repression and violation of fundamental women's rights, human rights and worker rights;

Whereas the City does not want to do business with companies that compete by exploiting their workforces;

Whereas the City has decided that disclosure of the locations and ownership of the textile and apparel factories and the base wage rates paid to employees at those factories will assist the City in its efforts to evaluate the conditions under which the products it purchases and rents are made;

Now, therefore, be it resolved by the City Council of the City of Durham:

Section 1. In invitations to bid made pursuant to G.S. 143-129 and G.S. 143-131, the City Manager shall see that vendors seeking to sell or rent textiles or apparel to the City shall supply the City the following information, on the time schedules set by the City Manager:

- (a) the names and addresses of the facilities in which the textiles or apparel have been or will be made, finished, or packed;
- (b) the names of all owners of the facilities in which the textiles and apparel have been or will be made, finished, or packed;
- (c) the base hourly wage for persons working as sewing operators at the facilities in which the textiles and apparel have been or will be made, finished, or packed; and
- (d) other information that the City Manager determines is proper in order to enforce this resolution.

Section 2. The City Manager shall insert provisions in bid and contract documents to provide that if information supplied by the vendor pursuant to this resolution is inaccurate or incomplete, the City may treat that as a default and terminate the contract.

ANTI-SWEATSHOP CONDITIONS

Complete this page

Section 3. In invitations to bid made pursuant to G.S. 143-129 and G.S. 143-131, the City Manager shall take reasonable actions to prevent the City from purchasing or leasing textiles or apparel made, finished, or packed in facilities operated systematically

- (a) with the use of children younger than the age of 15, unless the nation in which the work is done is subject to the International Labor Organization's Minimum Age Convention No. 138 ("ILO Age Convention") and the ILO Age Convention permits that work;
- (b) in violation of applicable law or regulation regarding treatment of, or establishing minimum ages of, the persons making, finishing, or packing those goods, or
- (c) with forced labor in accordance with definitions and standards set from time to time by the City Manager.

Section 4. This resolution shall apply to invitations for bids and requests for proposals initially advertised or circulated after the date of adoption of this resolution.

WORKFORCE STATISTICS

All vendors must complete and submit the following workforce information in order for bid to be considered.

WORKFORCE STATISTICS CORPORATION STATISTICS

Total Workforce	_____	# Black Males	_____ (_____%)
Total # Females	_____ (_____%)	# White Males	_____ (_____%)
Total # Males	_____ (_____%)	# Other Males	_____ (_____%)
		# Black Females	_____ (_____%)
		# White Females	_____ (_____%)
		# Other Females	_____ (_____%)

WORKFORCE STATISTICS OF LOCATION PERFORMING CONTRACT

_____	_____		
City	State		
Total Workforce	_____	# Black Males	_____ (_____%)
Total # Females	_____ (_____%)	# White Males	_____ (_____%)
Total # Males	_____ (_____%)	# Other Males	_____ (_____%)
		# Black Females	_____ (_____%)
		# White Females	_____ (_____%)
		# Other Females	_____ (_____%)

I certify that the information provided is true and correct at the time and date of filing this bid.

Date

Authorized Signature

Name of Firm